(N. S.) 1040. The case of *Champer* v. *City of Greencastle,* 138 Ind. 339, 35 N. E. 14, 24 L. R. A. 768, 46 Am. St. Rep. 390, upon which defendant relies to sustain his contention that the ordinance is invalid does not help him, because the statute under consideration in that case was not the statute which is involved here. In the principal case the court says that it is evident that the object of the present statute was to give to cities the power which the *Champer* case, supra, held was not given in express terms under the former statute.

NEGLIGENCE—DANGEROUS MACHINERY—ATTRACTIVENESS TO CHILDREN.—The plaintiff, a child of tender years, was playing in an open field owned by the defendant company where were located a bore hole and an engine house, between which were a number of uncovered shieve wheels carrying steel cables from the engine house to the hole. The child was caught and held fast in one of the moving wheels and severely hurt. The field was used as a play ground by the children of the neighborhood, a fact within the knowledge of the defendant. *Held,* that the owner must take ordinary precautions to protect licensees from dangerous machinery on his premises. *Millum et al.* v. *Lehigh & Wilkesbarre Coal Co.,* — Pa. —, 73 Atl. 1106.

The occupant of premises who induces others to come on it by invitation, express or implied, owes to them a duty of using ordinary care to keep it in safe condition. *John Spry Lumber Co.* v. *Duggan,* 80 Ill. App. 394. The attractiveness of a thing to a child amounts to an implied invitation. *Siddall* v. *Jansen,* 168 Ill. 43, 48 N. E. 191, 39 L. R. A. 112; *Chicago etc. R. Co.* v. *Fox,* 38 Ind. App. 268, 70 N. E. 81. The owner of a dangerous locality must use due care to protect children from the consequences of their inexperience and inclination to play with attractive appliances. *McAllister* v. *Seattle Brew. & Malting Co.,* 44 Wash, 179, 87 Pac. 68;*Donk Bros. Coal Co.* v. *Leavitt,* 109 Ill. App. 385. Persons who leave unguarded, dangerous machinery or appliances to which children are likely to be attracted are held guilty of such negligence as will create liability for injuries inflicted by such instrumentalities. *Porter* v. *Anheuser-Busch Brew. Assn.,* 24 Mo. App. 1; *Biggs* v. *Consolidated Barb-Wire Co.,* 60 Kan. 217, 56 Pac. 4. Within this class of dangerous agencies fall electric motors, *Walsh* v. *Pittsburg Ry. Co.,* 221 Pa. 463; 70 Atl. 826; railroad turntables, *Sioux City etc. R. Co.* v. *Stout,* 17 Wall. 657, 21 L. ed. 745; cog wheels, *Jensen* v. *Wetherell,* 79 Ill. App. 33; elevators, *Siddall* v. *Jensen,* supra, and piles of lumber and materials, *Kansas City etc. R. Co.* v. *Matson,* 68 Kan. 815, 75 Pac. 503.

PRINCIPAL AND SURETY—CONTRACT TO INDORSE—SUFFICIENCY OF MEMORANDUM TO COMPLY WITH STATUTE OF FRAUDS.—Defendant, while in Europe received a letter from a member of a firm in which his son was interested, requesting defendant to agree to indorse the firm's notes for $10,000, in addition to a $5,000 note which he had already indorsed, and which was about due. The letter stated that the plaintiff bank would loan the money if defendant would cable the bank he would indorse to the amount of $15,000. Defendant cabled the bank: "Will endorse ten thousand," and plaintiff